

Twin Rivers CSD

Twin Rivers EA

7/1/2006 6/30/2007

**COMPREHENSIVE AGREEMENT**

**BETWEEN**

**TWIN RIVERS EDUCATION  
ASSOCIATION**

**AND**

**TWIN RIVERS COMMUNITY  
SCHOOL DISTRICT**

**FOR THE**

**2006-07**

**SCHOOL YEAR**

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## **ARTICLE I PREAMBLE**

The Board of Directors of the Twin Rivers Community School District, hereinafter referred to as the "Board", and the Twin Rivers Education Association, hereinafter referred to as the "Association", recognize that the aim of the public schools is to provide a quality education program for children and youth of the School District. The parties further recognize that attainment of this educational objective is a joint responsibility of the Board, the administrative and supervisory staff, the professional teaching personnel of the District, the parents of students and the community at large.

Whereas, the parties have reached certain understandings they desire to confirm in this Agreement. It is agreed as follows:

## **ARTICLE II RECOGNITION**

The Board of Directors of the Twin Rivers Community School District, hereinafter referred to as the "Board", recognizes the Twin Rivers Education Association, hereinafter referred to as the "Association", as the sole and exclusive negotiating agent for all certified full-time and regular part-time classroom teachers, guidance personnel, librarians, instrumental and vocal music instructors, art instructors, physical education instructors and school nurses, except the Superintendent, principals, substitute teachers, all non-professional employees and all others excluded by Section 4 of the Act, and all other administrative or supervisory personnel having the authority to hire, transfer, assign, promote, discharge, discipline, evaluate, or process grievances of other employees or having the responsibility to make recommendations thereon.

## **ARTICLE III MANAGEMENT RIGHTS**

It is expressly understood and agreed that all functions, rights, powers or authority granted to or inhering in the administration of the School District by law or custom are retained by the Board.

## **ARTICLE IV NO STRIKE-NO LOCKOUT**

**Section 1.** The parties hereby acknowledge and recognize that it is illegal and contrary to public policy in the State of Iowa for any public employee or any employee organization to encourage or participate in a strike against any public employer, wherefore the parties agree that:

a) The Board shall not lock out its employees and

b) No employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association shall ever or at any time engage in, encourage, authorize, or instigate any picketing, any recognition of any picket line at the School District's premises, any strike, slowdown, or other refusal to render full, proper and complete services to the Board, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District.

**Section 2.** In the event of any violation or violations of any provision of Section 1(b) of the Article by the Association, its members or representatives, or by any employee:

a) Any violating employee shall be subject to immediate discipline or discharge as determined appropriate in the sole and unilateral discretion of the Board.

b) The Association shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violation(s).

**Section 3.** The foregoing is in addition to any other rights and remedies provided by law.

## ARTICLE V GRIEVANCE PROCEDURE

### Section 1. Definitions.

- a) An aggrieved person is an employee or group of employees having a grievance.
- b) A grievance is an alleged violation, misinterpretation, or misapplication of any of the specific terms of this Agreement as they relate to an employee or group of employees.

### Section 2.

- a) An aggrieved person covered by this Agreement shall have the right to present grievances in accordance with these procedures.
- b) The failure of an aggrieved person to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the aggrieved person to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- c) It is agreed that any investigation or other handling or processing of any grievance by the aggrieved person shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the aggrieved person or of the teaching staff.
- d) A grievance involving aggrieved persons from both buildings shall be initially filed at the Third Step of the grievance procedure.

### Section 3.

- a) First Step. An attempt shall be made to resolve any grievance in informal, verbal discussion between an aggrieved person or persons and his or her principal.
- b) Second Step. If the grievance cannot be resolved informally, the aggrieved person shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause of the Agreement violated, and shall state the remedy requested. The filing of the formal, written grievance at the written step must be within ten (10) school days from the day of occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the aggrieved person and Superintendent within seven (7) school days, after receipt of the grievance.
- c) Third Step. In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved person shall file, within five (5) school days of the principal's written decision at the Second Step, a copy of the grievance with the Superintendent. Within seven (7) days after such written grievance is filed, the aggrieved person and the Superintendent or his designee shall file an answer within seven (7) school days of the Third Step grievance meeting and communicate it in writing to the aggrieved person and the principal.
- d) Fourth Step. In the event the grievance has not been satisfactorily resolved at the Third Step, the aggrieved person and the Association shall jointly notify the Secretary of the Board of Education within five (5) school days of the Superintendent's written decision at the Third Step of their joint intention to submit the grievance to arbitration.

Within five (5) school days after such written notice of submission to arbitration, the Superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the five (5) school day period, a request for a list of arbitrators shall be made to the Public Employment Relations Board by either party.

The Public Employment Relations Board shall be requested to submit a list of seven (7) potential arbitrators from which a single arbitrator shall be selected. The parties shall flip a coin to decide who strikes the first name. The parties shall proceed with alternate striking until a single arbitrator remains.

Within thirty (30) calendar days following the filing of the appeal to the Secretary of the Board, if possible, the arbitrator shall meet and hear the grievance. Within ten (10) calendar days following the hearing, if possible, the arbitrator shall submit his/her decision in writing to the Board and the Association and the decision shall be final and binding on all parties. The Association and the Board shall share the cost of the arbitrator equally.

The arbitrator in his/her decision shall not amend, nullify, ignore or add to the provisions of this Agreement. His/her authority shall be strictly limited to the issue or issues presented in writing by the aggrieved person and/or the administration and his/her decision must be based solely and only on his/her interpretation of the meaning or application of the express relevant language of the Agreement.

e) In the event a written grievance is filed at such time that it cannot be processed through all the steps of this Article before June 30, the Superintendent may reduce the time limits herein imposed and a final decision shall be issued by the Board on or before July 14.

If the teacher files any claim or complaint in any form other than a grievance procedure of this Agreement, then the School District shall not be required to process the same claim or set of facts through the grievance procedure.

**BOTH PARTIES AGREE THAT THE EVALUATION PROCEDURE NOW REQUIRED BY LAW IS BEING WORKED ON IN COMMITTEE. WHEN THE PROCESS IS COMPLETED THE NEW PROCEDURE WILL REPLACE THE ONE BELOW. (7/25/05)**

## **ARTICLE VI PROFESSIONAL STAFF EVALUATION CLASSROOM TEACHERS**

### **PHILOSOPHY**

The purpose of professional staff evaluation in the Twin Rivers Community Schools shall be to improve performance and to provide a basis for determining an employee's status as to contract continuation, or termination of employment.

The evaluation procedure should be a positive, systematic process, which attempts to assess the employee's progress toward meeting, identified criteria consistent with the philosophy, goals, and objectives of the Twin Rivers Community Schools. The purpose of this process is 1) to identify and strengthen the positive areas of employee performance; and 2) to identify deficiencies in performance and design strategies to correct them.

#### **A. ORIENTATION**

Within four (4) weeks after the beginning of each school year, the building principal or appropriate supervisor shall acquaint each employee under his/her supervision with the formal evaluation procedure. The employee shall be given a copy of the evaluation form, as may be used, at that time. No formal evaluation shall take place during the last ten (10) work days of any school year, unless mutually agreed upon by the evaluator and the employee. Employees assigned to more than one (1) building shall have an evaluation in each building.

#### **B. SCOPE**

All probationary employees of the school district shall be formally evaluated at least two (2) times during each school year plus a summative evaluation. The first observation shall take place during the first quarter, and the second observation shall be done prior to March 15. All non-probationary employees shall have at least one formal evaluation, which shall be accomplished prior to March 1, plus a summative evaluation.

Additional evaluations (formal or informal) shall be performed as deemed necessary by the administration. Formal evaluations shall include observation(s) in the classroom, or observation(s) in other appropriate work situations. All formal observations shall be with full knowledge of the employee.

#### **C. PRE-EVALUATION CONFERENCE**

The employee and appropriate administrator shall hold a pre-evaluation conference.

#### **D. OBSERVATIONS**

There shall be a minimum of one (1) observation of at least twenty-five (25) consecutive minutes. There shall be an interval of at least twenty-five (25) work days between any formal evaluations, unless mutually agreed upon by employee and administrator.

#### **E. CONFERENCES**

Formal evaluations shall be in writing and a copy provided to the employee. Every effort should be made to hold an evaluation conference between the employee and evaluator within forty-eight (48) hours after the completion of the formal observation. A waiver of the 48 hour requirement may be mutually agreed upon. During the evaluation conference, negative information used in the evaluation will be brought to the attention of the employee. If remediation is necessary, it will be discussed at this time.

#### **F. OBJECTIONS**

If the employee feels his/her formal written evaluation is incomplete, inaccurate, or unjust, she/he may put her/his objections in writing and have them attached to the evaluation report. The file copy of such objections shall be signed by both parties. A maximum of seven (7) days shall be allowed for this purpose.

#### **G. REMEDIATION**

The evaluator shall, in the formal written evaluation, inform the employee of any deficiencies that need correction. Remediation shall be discussed during the post-conference and continued during the school year. After such time, the employee or employer may request an additional formal evaluation by another District Administrator. Waiver of deadlines mentioned in B. Scope may be mutually agreed upon to accomplish this request.

#### **H. EVALUATION REVIEW**

A copy of each formal evaluation shall be filed in the employee's district personnel file. Each employee shall have the right to inspect and reproduce at the employee's expense, all of his/her formal evaluations during normal business hours and when such shall not interfere with the employee's responsibilities. A designee of the school district shall be present for such inspections, and a representative of the Association, at the employee's request, may accompany the employee. No evaluation shall be permanently removed without the express written consent of the Superintendent or designee.

#### **I. EVALUATIONS**

If the district uses an employee's unsatisfactory evaluation to justify termination of an employee, the employee may grieve the evaluation as being unfair, unjust or inaccurate.

#### **J. EVALUATION OF CONTRACTUAL DUTIES OTHER THAN CLASSROOM TEACHING**

Nothing in this article is to be construed as precluding evaluation of contractual duties other than classroom teaching.

## **ARTICLE VII REDUCTION OF STAFF**

When in the sole, exclusive and final judgment of the Board of Education, hereafter referred to as the Employer, one or more employees are to be laid off or reduced in contractual time because of a change in the size or nature of the student population, reduction of program, change in the structure of the school system, e.g. sharing or budgetary limitations, or any other reason which requires reduction in staff, the following procedures shall be utilized:

A. The Employer shall attempt to accomplish staff reduction/realignment by attrition.

B. In the event that necessary reduction/realignment of staff cannot be accomplished by attrition, any employee(s) holding a temporary or emergency certification shall be laid off first, unless said teacher is the only qualified teacher in that particular area or department.

C. In the event reduction in staff cannot be adequately accomplished through the first two procedures (A & B), the staff member in the affected area with the least seniority will be reduced first, provided the remaining staff shall have the certification necessary to fill the remaining positions and still meet the instructional program needs of the district.

D. Seniority means an employee's length of full-time continuous service with the Employer since the employee's last date of hire. A part-time teacher shall accrue seniority on a pro-rata basis.

Teachers laid off under this Article shall have recall rights for two (2) academic years following the date of the commencement of the first school year following the reverse order of the lay off, providing the teacher is certified and qualified for the open position. After two (2) academic years teachers shall have no recall rights.

During the time of lay-off and while the teacher has recall rights, they may file grievances and they may continue on the District's group Health and Major Medical Insurance policy provided they pay their own premiums. Any teacher recalled under this Article shall maintain all benefits which had accrued prior to lay-off, including the accumulated sick leave at the time of termination and upon recall they will advance one step on the salary schedule from the last step they were on, provided there is a step on which to advance.

The District's offer of recall shall be sent by certified mail to the employee's last known address. If an employee fails, within ten (10) days of receipt of notice of recall or within twenty (20) days of mailing to advise the Superintendent of the employee's desire and availability to return and work, any recall rights shall terminate.

Long term substitutes do not have recall rights.

## ARTICLE VIII WAGES AND SALARY

1. The salary of each teacher covered by the regular salary schedule is set forth in Schedule "A", which is attached hereto and made a part thereof.

2. Method of payment. Each employee shall be paid one-twelfth (1/12th) of the annual salary in monthly installments. Each employee shall receive their checks at the employee's building office on regular school days. Pay period shall commence September 20. When a pay date falls on or during a school holiday or weekend, employees shall receive their pay checks on the last previous working day. Pay checks during the summer vacation period shall be mailed to the address designated by the employee. A retiring teacher may request payment of remaining pay earned upon completion of his/her contract period. Payment may be made based on availability of funds. If a teacher requests of the Administration, in writing, on/or before April 1st of that year, that they be paid their August check in July, this check will be given to the teacher along with the July check.

3. A teacher may advance a maximum of one step vertically and one step horizontally in the same year providing evidence of additional hours which meets the requirement of the advance application is submitted to the Board by September 1. Additional hours of credit must be taken from institutions of higher learning which meet the teacher's certification requirements of the Iowa Department of Education. Such credit must be advanced study to further training in the teaching areas to which the teacher has been assigned or in any area with prior approval of the Superintendent.



4. The Board shall have the right to pay above schedule if necessary to secure staff. Any deviation by the Board in paying above schedule shall not be subject to grievance nor waive the applicability of the salary schedule to other teachers.

5. No additional compensation will be granted above the basic salary schedule for employees assigned to extra and supervisory duties beyond the regular school day other than those listed in Schedule "B" or Article IX "Supplemental Pay."

6. Teachers on the last step of their prospective pay lanes (BA Step 14, BA+15 Step 15, BA+30 Step 16, MA Step 17 and MA+15 Step 18) will be paid a differentiated bonus. To be eligible, the teacher must have completed a second year at that salary placement, and will continue to be eligible each subsequent year, while positioned on the same step and salary increment. This bonus would be payable at the rate of \$450 at the BA, \$500 at the BA plus fifteen hours level, \$550 at the BA plus thirty hours level, and \$600 at the MA level and \$650 at the MA+15 hours level.

7. Teachers who are asked to use their planning period or during time when the substituting teacher would normally have study hall duty will be paid \$20.00 per period.

## **ARTICLE IX SUPPLEMENTAL PAY**

A. Teachers who are assigned to more than one school and/or are requested to use their own automobiles in the performance of their duties, shall be reimbursed for such travel at the rate set by the School District. Claims for payment of mileage shall be submitted monthly to the Board for its approval.

B. Teachers contracted for coaching or extra duties as set forth and designated in Schedule "B" (Extras) shall be paid in addition to their regular salary the amount as shown in said Schedule "B".

C. Schedule "B", Extra Assignments, which commence under the effective period of this contract and continue through the summer shall be entirely compensated according to the rates in effect at the commencement of the activity.

## **ARTICLE X SICK LEAVE**

All teachers shall be granted sick leave based upon the period of employment as follows, to-wit:

1st year of employment	10 days
2nd year of employment	11 days
3rd year of employment	12 days
4th year of employment	13 days
5th year of employment	14 days
6th and subsequent years of employment	15 days

Sick leave shall be cumulative to the sum of one hundred (100) days. Sick leave shall be granted to employees for personal illness or medically related disability with full pay.

Sick leave may be used for necessary medical or dental appointments which cannot be scheduled during non-working hours or when school is not in session. This leave shall be taken in one-half day increments.

Sick leave accumulated above and beyond one hundred (100) days may be bought back by the Board, from the teacher, for a cash figure of \$5.00 per day for a maximum of fifteen (15) days per year. This settlement is due and payable at the end of the contract period.

The above amount shall apply only to consecutive years of employment in the School District.

The teacher, shall, when requested, furnish the Board such reasonable evidence as it may desire concerning the necessity for such leave of absence, including, but not limited to, medical reports by the teacher's physician.

Each teacher shall be given a copy of their accumulated sick leave within seven (7) days of the last school day each year and acknowledge said accounting. Part-time employees, defined as employees working less than a full work week, shall be allowed sick leave in the same number of days as above set out and shall be compensated therefor to the extent of their accumulation and according to average daily hours worked times the employee's hourly compensation.

## ARTICLE XI LEAVES OF ABSENCE

Teachers shall be entitled to the following non-accumulative leaves of absence each school year:

1. Up to five (5) days leave of absence per school year, with full pay, may be granted for serious illness in the teacher's immediate family. Immediate family shall mean the teacher's spouse, children, mother, father, mother-in-law, father-in-law, brother, or sister. Each teacher shall notify the Superintendent or his/her designee of the necessity for such leave as soon as the necessity to take such leave is known, and the Superintendent at his/her sole discretion, may grant the leave.

2. Bereavement. Teachers shall be granted up to three (3) days leave of absence, per occurrence, at full pay to attend the funeral of a member of the immediate family. Immediate family shall mean spouse, child, mother, father, grandfather, grandmother, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother, sister, brother-in-law or sister-in-law. One day can be used for attendance at the funeral of a family member not listed above or a close family friend. Up to two (2) additional days may be granted at the discretion of the Superintendent. One (1) day or two half (1/2) days leave may be granted with loss of pay at the discretion of the Superintendent.

3. Leaves with pay may be granted upon written request to and solely at the discretion of the Superintendent, for teachers to attend instructional technique programs, conferences, workshops, clinics, or seminars conducted by colleges, universities or other educational institutions for employment related subject matter or information relating to extra-curricular assignments. Teachers desiring such leave shall submit written request at least seven (7) calendar days prior to date of said leave to the Superintendent for approval.

The District will provide opportunities for all teachers to complete the requirements for re-certification, provided such requirements cannot be met during the non-service periods of the year. The District shall not be responsible for any personal costs related to re-certification. In-service training not related to re-certification shall remain an administrative function of the District.

4. Personal Leave. Each full time teacher shall be entitled to two (2) days of personal leave per school year at full pay, provided such leave is approved by the Superintendent, or designee, prior to the taking thereof. Efforts should be made to request necessary leave at least two days before leave is to be taken, unless an emergency situation should prevail. Denial of personal leave shall be based on the number of teachers requesting and allowed personal leave on any one day. The decision of the Superintendent to grant or deny personal leave on a particular day is final and not subject to grievance.

Individuals not wishing to avail themselves of personal leave shall have the option to receive payment of fifteen (\$15.00) dollars and no cents for each one half day of personal leave not used. Such payment will be included in the next salary payment after the end of the contract period.

Employees may elect to carry over one day of unused personal leave into the next contract year instead of seeking reimbursement.

5. Emergency Leave. Up to two (2) days per school year, for a serious emergency may be granted, without pay, subject to the approval of the Superintendent, to all full-time teachers. Teachers shall notify the Superintendent as soon as the emergency is known. The Superintendent's decision is final and binding.

6. Part-time employees defined as employees working less than a full work week shall be allowed paid leaves under this Article to the extent granted in the preceding subsections and shall be compensated according to average daily hours worked times the employee's hourly compensation.

7. **Jury Duty Release.** Unless extraordinary circumstances exist, employees will be excused for jury duty. The employee will receive full salary with any payment for jury duty, excluding mileage and meal allowances, to be paid to the School District. If the individual is dismissed from duty prior to noon, he/she shall return for afternoon duties.

## **ARTICLE XII INSURANCE**

A group major medical insurance policy will be made available to all eligible employees. Employees desiring to be covered by said policy will notify the Board in writing. The board will pay for a single contract for each of the qualified professional employees for the \$750 deductible plan. An eligible employee who wishes to have a \$500 deductible plan may do so, upon request, and shall have the monthly premium difference between the cost of the \$500 deductible plan and the \$750 deductible plan deducted from their pay check.

Any eligible professional employee who wishes full family coverage at either the \$500 or \$750 deductible shall have the difference in premium cost deducted from their monthly pay check.

## **ARTICLE XIII STAFF/COACH TRANSFERS**

Available Twin Rivers CSD teaching and extra-curricular vacancies will be posted for five (5) days in the respective teacher lounges. Teachers who desire to fill such vacancies will have five (5) days to request (in writing) a transfer to the available teaching position. If the vacancy occurs prior to July 1, current staff requesting the transfer will have their request considered, and, if denied, shall be notified (in writing) of the reason(s) for denial of transfer. After July 1, the administration may advertise, but shall consider current teacher employee requests, and will apprise them of reasons for denial of transfer, prior to interviews for the position.

The administration continues to have the right to make necessary involuntary teacher transfers to other positions for which the teacher possesses proper certification and endorsements.

## **ARTICLE XIV HEALTH PROVISIONS**

All teachers are required to provide evidence of physical fitness to perform duties assigned and have the same on file by August 15 of the first year of service and each succeeding third year thereafter. The administration may, at any time request an employee to have a physical examination if in its opinion the person's physical health is impairing his or her performance. The District will provide the form used for the physical examination. The initial physical examination shall be the financial responsibility of the employee, unless said employee is required to have a bus operator's permit, whereby, the Board will pay the lessor of: the cost for the initial physical examination, or \$60.00. For subsequent examinations, the Board will pay the lessor of: the cost of examination, or \$60.00 upon presentation of the teacher's bill to the Superintendent.

## **ARTICLE XV LENGTH OF TEACHER'S DAY**

For teachers, the school day on which salaries shall be based is for the period of time that the school is regularly in session for students. In addition to this, reasonable time may be necessary to plan the day's work, confer with pupils and parents, and perform such other duties that are appropriate for teachers.

It is recognized that the teacher's professional day extends beyond student-contact hours to include time for such responsibilities as additional planning and evaluation, faculty and committee meetings, parent conferences, additional professional education, and other professional responsibilities of the teacher. This also

includes equitably assigned duties, such as ticket sales, up to a maximum of two (2) assigned duties. Additional duties shall be paid at a stipend to be determined annually by the Board.

There shall be a paid duty-free lunch period of at least twenty (20) minutes during a normal workday.

It is further acknowledged that these additional activities beyond student-contact hours are not necessarily accomplished in the building to which the teacher is regularly assigned and if the teacher leaves the building, it is assumed that it is for professional or extra-ordinary personal reasons. Teachers may leave the building during student-contact hours upon receipt of approval from the building principal or the principal's designee.

Teachers who are in the system will be informed of their teaching assignment for the following year on or before June 10 unless the Administration is prevented from completing the schedule because of incomplete teaching staff or inability to coordinate schedules with cooperating schools. (i.e. Career Ed., etc.)

When the Administration becomes officially aware of a situation, which will alter a teacher's assignment, the Administration shall attempt to notify the affected teacher within five working days. When the assignment is changed by the Administration, the teacher will be notified as soon as possible.

## ARTICLE XVI COMPLIANCE CLAUSES AND DURATIONS

A. Reparability. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining article, section or clause shall remain in full force and effect.

B. Printing. Copies of this Agreement may be printed by the Board and made available to the Association or others at a cost sufficient to cover the costs of printing.

C. Duration. This Agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2007 .

## ARTICLE XVII

### PHASE III

*Phase III payments have been discontinued by legislative action in 2003*

## ARTICLE XVIII DUES DEDUCTIONS

A. Authorization. Any employee who is a member of the Association, or has applied for membership, may sign and deliver to the Board or its designee by October 1st of each year an assignment authorizing payroll deduction of organizational dues. The form of the assignment shall be as set forth in Schedule "C".

B. Regular Deduction. Pursuant to receipt of a proper deduction authorization, the Board shall deduct one ninth (1/9) of the amount authorized from the regular salary check of the employee each month for nine (9) months beginning in October and ending in June.

C. Duration. Such authorization to deduct shall continue in effect for one year.

D. Termination. Any employee who terminates employment prior to May shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made therefore.

E. Hold Harmless. The Association agrees to indemnify and hold harmless the Board, each individual board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deductions.

F. Notification. The Association accepts the responsibility of informing members of the dues deduction system and will provide necessary authorization cards for the deduction to each participant.

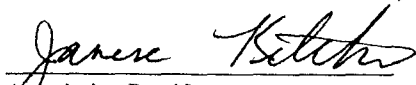
G. It is agreed that no part of the dues deduction shall be a PAC contribution or any other political contribution.


## ARTICLE XIX FINALITY AND EFFECT OF AGREEMENT

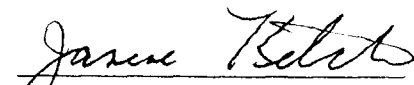
Section 1. This Agreement supersedes and cancels all previous Agreements and practices between the School District and the Association or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

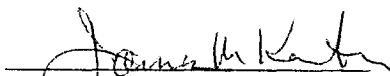
Section 2. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Dated this 8<sup>th</sup> day of May, 2006.

  
Association President

  
School Board President

  
Chief Negotiator - Association

  
Chief Negotiator - School District

**SCHEDULE "A"**

**TWIN RIVERS COMMUNITY SCHOOL**

**2006-07**

**Salary Schedule**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>
1	\$25,400	\$26,130	\$26,860	\$27,590	\$28,320
2	\$26,130	\$26,860	\$27,590	\$28,320	\$29,050
3	\$26,860	\$27,590	\$28,320	\$29,050	\$29,780
4	\$27,590	\$28,320	\$29,050	\$29,780	\$30,510
5	\$28,320	\$29,050	\$29,780	\$30,510	\$31,240
6	\$29,050	\$29,780	\$30,510	\$31,240	\$31,970
7	\$29,780	\$30,510	\$31,240	\$31,970	\$32,700
8	\$30,510	\$31,240	\$31,970	\$32,700	\$33,430
9	\$31,240	\$31,970	\$32,700	\$33,430	\$34,160
10	\$31,970	\$32,700	\$33,430	\$34,160	\$34,890
11	\$32,700	\$33,430	\$34,160	\$34,890	\$35,620
12	\$33,430	\$34,160	\$34,890	\$35,620	\$36,350
13	\$34,160	\$34,890	\$35,620	\$36,350	\$37,080
14	\$34,890	\$35,620	\$36,350	\$37,080	\$37,810
15		\$36,350	\$37,080	\$37,810	\$38,540
16			\$37,810	\$38,540	\$39,270
17				\$39,270	\$40,000
18					\$40,730

**The Phase I and II moneys provided by the state will be incorporated into Salary Schedule "A" of this contract., Salary Schedule "A" would be adjusted accordingly, should the state stop providing these funds**

**SCHEDULE "B"**  
**SALARY SCHEDULE**  
**EXTRA-CURRICULAR ASSIGNMENTS**

**2006-07**

**VARSITY SPORTS HEAD COACH, DRILL TEAM SPONSOR.....\$2,700**

**VARSITY ASSISTANT & JUNIOR VARSITY COACHING .....\$1,900**

**OTHER ACTIVITIES:**

High School Vocal Music.....	\$1,300
High School Instrumental Music.....	\$1,350
High School Student Council.....	\$1,400
High School Class Play .....	\$900
High School Speech Activities - Head .....	\$1,100
High School Speech Activities - Assistant .....	\$750
High School Cheerleaders and Pep Club (Each Sport) .....	\$650
High School Prom Sponsor.....	\$500
High School Homecoming Coordinator .....	\$350
High School Academic Bowl.....	\$250
High School Yearbook Sponsor .....	\$1150
High School Newspaper Sponsor.....	\$400
High School Homeroom Sponsor (9-10) .....	\$150
High School Homeroom Sponsor (11-12) .....	\$300
Summer Instrumental Music .....	\$1000
Science Fair Sponsor.....	\$400
Renaissance .....	\$1200

It is understood that the Board shall have the right to determine the number of coaching positions in regard to varsity and junior varsity sports. The Board also has the right to determine the need for any new Extra-Curricular offerings and if new offerings are made, the salaries appropriate to the new sponsor.

**SCHEDULE "C"**

**AUTHORIZATION FOR PAYROLL DEDUCTION**

**FOR TWIN RIVERS EDUCATIONAL ASSOCIATION DUES**

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**First Name**

**Initial**

**Last Name**

I hereby request and authorize the Board of Education of the Twin Rivers Community School District as my remitting agency to deduct from my earnings each month during the 2006-07 school year, a sufficient amount to provide for the monthly payment of the prevailing rate of dues. This amount is to be remitted each month for me and on my behalf to the Treasurer of the Twin Rivers Education Association. It is understood that this authorization shall continue through June of 2007.

**Date:**\_\_\_\_\_

**Signature:**\_\_\_\_\_

**Social Security No.:**\_\_\_\_\_